

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In re

PARMALAT FINANZIARA S.p.A., et al.,

Debtors in a Foreign Proceeding.

07 Civ. 7413 (PKC)

ABN AMRO BANK N.V.,

Appellant,

v.

ORDER

PARMALAT FINANZIARA S.p.A.,

Appellees.

-x

Oral argument is set for June 30, 2008 at 11 am. The parties should be prepared to address all issues raised in the briefs and the following:

1. Are choice of law principles routinely applied in contract matters by Italian Courts as to the validity, enforceability and execution of a contract? What principles, under Italian law, permitted the Court in Parma to apply the data certa principle (Article 2704 of the Italian Civil Code) to the agreement at issue?
2. Are there procedural requirements governing the proper and adequate presentation the Court in Parma of an argument to that New York law ought to apply as to the validity, enforceability and execution of the agreement at issue? Does the record reflect whether ABN AMRO complied with those requirements?

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3. Was ABN AMRO afforded the opportunity to present evidence on the “other circumstances” exception under Article 2704? Did it avail itself of that opportunity?
4. Did ABN AMRO properly and adequately preserve its claims on appeal that the judgment of the Court in Parma was in error? Under what principles did the appellate court sustain the decision of the Court in Parma?

The parties may submit any “relevant material or source, including testimony” (but only by way of affidavit or declaration), relating to Italian law, provided it is submitted to this Court no later than June 3, 2008. Rule 44.1, Fed. R. Civ. P. Any responsive submission is due by June 16, 2008.

The Court is mindful that the Italian law issues must be viewed through the lens of the Section 304(c) factors.

SO ORDERED.



P. Kevin Castel
United States District Judge

Dated: New York, New York
May 1, 2008